

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt)**

INDUCTION THERAPIES, LLC,)	
)	
Plaintiff,)	
)	
v.)	Civil Action 8:21-cv-00604-GJH
)	
INGENES, LLC and DR.)	
KRISHNAMURTHY GOVINDARAJ,)	
)	
Defendants.)	

ANSWER TO COUNTERCLAIM

Plaintiff/counter-defendant Induction Therapies, LLC (“Induction Therapies”), by counsel, hereby answers the Counterclaim of defendant/counter-plaintiff Ingenes, LLC (“Ingenes”), and states as follows:

1. The allegations in paragraph 1 are legal conclusions to which no response is required.
2. Denied.
3. Induction Therapies lacks sufficient information to admit or deny the allegations contained in paragraph 3.
4. Admitted.
5. The allegations of paragraph 5 contain legal conclusions to which no response is required.
6. The allegations of paragraph 6 contain legal conclusions to which no response is required.
7. Admitted.
8. Denied except to admit Ingenes agreed to secure the information needed.

9. Denied except to admit Ingenes agreed to travel to China to secure the information needed.

10. Admitted that Ingenes made two trips to China pursuant to an oral agreement with Induction Therapies to pay for Ingenes' expenses as long as it provided Induction Therapies with an itemized invoice and receipts for its expenses. Ingenes ultimately obtained the required information and materials. All allegations inconsistent with the foregoing are denied.

11. Denied except to admit that Induction Therapies conditionally agreed to compensate Ingenes for its extra work obtaining the required information and materials from China. *See* ¶ 10 above.

12. Admitted.

13. Admitted.

14. Denied except to admit that Ingenes invoiced Induction Therapies for extra services and costs without providing any itemization or receipts, only a total amount allegedly due.

15. Admitted that Ingenes failed to provide any documentation of costs or expenses pursuant to the oral agreement between the parties. Rather, it only asked for payment of an amount without supporting documentation as required by the parties' agreement. All allegations inconsistent with the foregoing are denied.

16. Induction Therapies lacks sufficient information to admit or deny the allegations contained in paragraph 16, as it is unclear what critical components Ingenes is referring to, and Ingenes never provided Induction Therapies with documentation or proof of the alleged testing.

17. Induction Therapies lacks sufficient information to admit or deny the allegations contained in paragraph 17. *See* ¶ 16 above.

18. Induction Therapies lacks sufficient information to admit or deny the allegations contained in paragraph 18.

19. Denied.

20. Denied.

21. Admitted.

22. Denied.

23. Denied.

24. Denied except to admit that Induction Therapies agreed to pay Ingenes' travel expenses and consulting fees upon a showing of the invoices, expenses, and other costs incurred by Ingenes, which were never provided by Ingenes.

25. Denied except to admit that Ingenes submitted a large bill to Induction Therapies without the supporting documentation required by the agreement between the parties. *See* ¶ 24.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Induction Therapies lacks sufficient information to admit or deny the allegation in paragraph 30.

31. Denied.

32. Denied.

COUNT I
(Breach of Contract)

33. The foregoing paragraphs are incorporated by reference as if fully stated herein.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of July 2021, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following:

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